

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
ILLINOIS SECRETARY OF STATE
AND
CITY OF CHICAGO, DEPARTMENT OF BUSINESS AFFAIRS
AND CONSUMER PROTECTION
FOR COORDINATING EFFORTS TO PROMOTE
PARTY BUS/CHARTER BUS SAFETY**

WHEREAS, City of Chicago, Department of Business Affairs and Consumer Protection, with its principal address at 121 North LaSalle Street, 8th Floor, Chicago, Illinois 60602, ("City"), seeks to coordinate efforts to promote "Party Bus/Charter Bus" safety with the Driver Services Department of the Office of the Secretary of State of Illinois, with its principal address at the Driver Services Department, 298 Howlett Building, Springfield, Illinois 62756 and of the Vehicles Services Department of the Office of the Secretary of State of Illinois, with its principal address at the Vehicles Services Department, 312 Howlett Building, Springfield, Illinois 62756 (both collectively referred to as "SOS");

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Chicago is one of the nation's top tourist destinations with a large charter-sightseeing bus industry that is vital to tourism and getting people to and from key destinations, especially for large scale meetings, conventions and events;

WHEREAS, this industry has also become a desired form of transportation for social events and celebrations, with the vehicle itself being used as a "Party Bus/Charter Bus" in many cases;

WHEREAS, recently numerous violent incidents stemming from the operation of unlicensed Party Buses/Charter Buses that do not have proper safety standards in place have occurred in the City;

WHEREAS, to protect the safety of the public, the City Council of the City adopted an ordinance on April 19, 2017 (the "Party Bus Ordinance") requiring Party Bus/Charter Bus licensees to provide each passenger with a summary of acts prohibited on buses (including unlawful possession of a firearm or controlled substance), and to provide a security guard if alcohol is present or if the vehicle will be making multiple stops;

WHEREAS, the Party Bus Ordinance also requires clearly identifiable signage on certain licensed Party Buses/Charter Buses to ensure that any such vehicles operating without a license are easy to identify and shut down;

WHEREAS, while the Party Bus Ordinance set clear standards for Party Bus/Charter Operators in the City, the City has identified Party Bus/Charter Bus companies that are lacking proper licensing to conduct business in the City or are not in compliance with requirements for vehicle signage, security cameras and security guards;

WHEREAS, the Mayor of the City has also instituted a targeted enforcement strategy coordinated between the City's Department of Business Affairs and Consumer Protection ("BACP") and the Chicago Police Department ("CPD") to ensure compliance with the Party Bus Ordinance and with new regulations for licensed operators;

WHEREAS, while this strategy has resulted in a reduction in violent incidents on Party Buses/Charter Buses, BACP and CPD are continuing to take steps to aggressively enforce the Party Ordinance and to work with licensed operators to take meaningful security measures to eliminate violence and protect the safety of residents and visitors;

WHEREAS, an enforcement gap still remains for those Party Bus/Charter Bus companies operating outside the City, specifically those Party Bus/Charter Bus operators not currently regulated by the State of Illinois and are traveling into the City or intra-state;

WHEREAS, in order to address such enforcement gap, the City wishes to coordinate with the SOS to better identify those Party Bus/Charter Bus companies that are operating in the City in violation of the Party Bus Ordinance;

WHEREAS, the City obtains certain information maintained in SOS files pursuant to an "On-Line Access Agreement between Illinois Secretary of State and the City of Chicago, Department of Business Affairs and Consumer Protection for Retrieving Computer Stored Information" dated June 1, 2018 (the "On-Line Access Agreement");

WHEREAS, the City also desires that the SOS provide training to authorized employees of BACP to fully analyze and use the data that is provided pursuant to the On-Line Access Agreement;

WHEREAS, the SOS and the City have agreed to establish a Party Bus Safety Task Force that will share important information and data to improve city and state inter and intra-state Party Bus/Charter Bus safety;

WHEREAS, the City plans to initiate efforts to amend State law to provide access to additional SOS records and to align the State law with the Party Bus/Charter Bus Ordinance in order to more effectively enforce the Party Bus/Charter Bus Ordinance;

NOW, THEREFORE, in consideration of the foregoing promises, the mutual agreements of the parties, and other consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and between City and SOS, that the following terms and conditions shall control the cooperation of the SOS and the City in improving Party Bus/Charter Bus safety:

1. ON-LINE ACCESS:

- a. Reaffirmation of On-Line Access. In accordance with the terms of the On-Line Access Agreement, SOS will continue to provide on-line access to the following records to the City seven days a week:

From the Driver Services Department: Driver abstracts which are a documented record of only current driver's license number issuance information, convictions, and orders entered revoking, suspending or canceling a driver's license or

privilege. All other information shall remain confidential and will not be available to City.

From the Vehicle Services Department: Vehicle title and registration data limited to name, address, and vehicle make, model, license plate and vehicle identification number.

b. Training. SOS agrees to provide additional training as reasonably requested by the City for those BACP employees who have been granted access to SOS records pursuant to the On-Line Access Agreement. Such training shall include demonstrations on how to access and interpret the SOS data available to the City in order to maximize the use of the data to promote the goal of promoting better Party Bus/Charter Bus safety.

c. Access for Additional City Employees. The City plans to request approval of access to SOS records pursuant to the On-Line Access Agreement for five additional BACP employees. The City and SOS agree to work together to complete all necessary requirements for approval of access for such employees.

2. PARTY BUS/CHARTER BUS SAFETY TASK FORCE:

To improve City and State inter and intra-state Party Bus/Charter Bus safety, the City and SOS will establish a Party Bus Safety Task Force. The City and SOS will invite CPD, the City's Office of Emergency Management and Communications, Illinois Department of Transportation and the Illinois State Police to participate on the task force. The task force will share important information and data to increase public safety. The task force will convene at least twice per calendar year.

3. EFFORT TO EXPAND ACCESS TO SOS RECORDS:

The City plans to initiate efforts to amend State law to provide access to additional SOS records and to align the State law with the Party Bus/Charter Bus Ordinance in order to more effectively enforce the Party Bus/Charter Bus Ordinance. The SOS agrees to provide reasonable cooperation with the City's efforts and to grant the City access to additional SOS records that may be authorized by any changes to State law.

4. COMPLIANCE WITH ON-LINE ACCESS AGREEMENT:

To the extent that any records of the SOS are provided to the City pursuant to this Agreement, the City agrees to comply with the following sections of the On-Line Access Agreement: (a) Section 2, Fees and Computer Equipment; (b) Section 3, Computer Security; (c) Section 4, Data Mining Prohibitions; (d) Section 5, Use of Information; and (e) Section 6, Force Majeure.

5. GOVERNING LAW AND JURISDICTION:

This Agreement is subject to the rules outlined in 92 Illinois Administrative Code 1002, all relevant sections of the Illinois Vehicle Code and the Federal Drivers

Privacy Protection Act, 18 USC 2721 et. seq., and the Fair Credit Reporting Act, 15 USC 1681 et. seq. This Agreement shall be interpreted in accordance with the laws of the State of Illinois, U.S.A. City agrees that any dispute arising under this Agreement which cannot be resolved amicably among the parties shall be submitted to the court of competent jurisdiction in the State of Illinois, to which jurisdiction City hereby submits.

6. TERM AND TERMINATION:

- a. Term. The effective date of this Agreement shall be the date set out at the end hereof. This Agreement shall continue in effect until termination by either party pursuant to the terms hereof, or until the breach of any of the terms and conditions of this Agreement, or by two (2) years from the effective date set out at the end hereof, whichever comes first.
- b. Termination on notice. The parties shall each have the right to terminate this Agreement without cause upon 5 days prior written notice to the other party.
- c. Additional basis for termination. The SOS shall have the right to terminate this Agreement immediately if, at any time, City shall breach any material provision of this Agreement.

7. NOTICE:

Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, addressed to a party by name at the address first indicated above. Except as specifically provided herein, notices so given shall be deemed made when delivered to the addressee; provided, however, that if delivery of such mail is delayed or not effectuated for any reason other than temporary or permanent loss in, or substantial disruption of, the mails, then such notice shall be deemed to have been made on the 5th business day following the date of deposit in the United States mails. A receipt showing delivery of certified or registered mail, signed by the addressee or its agent or employee, or a written notification given in due course by the postal authority indicating the reason for non-delivery shall be sufficient evidence thereof, respectively. The aforesaid address for service of notice may be changed only by the changing party giving 10 days' notice thereof by certified or registered mail in the manner hereinabove provided, but there shall be no presumption of delivery of such notice of change of address in the absence of actual delivery. Nothing herein contained shall preclude the giving of written notice by any other lawful means.

8. GENERAL:

- a. Integrated Agreement. This Agreement constitutes the entire agreement between the parties concerning the coordination of efforts to promote "Party Bus/Charter Bus" safety and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties'

respective successors and assigns. The On-line Access Agreement executed between the parties remains in full force and effect and is not in anyway superceded or amended by this Agreement.

- b. **Assignment.** City may not assign any right or obligation hereunder without the prior express written consent of the SOS. Any attempted assignment in violation of this provision shall be void and of no effect.
- c. **Implementation.** Each party hereto agrees to execute such further documents and take such further steps as the other party reasonably determines may be necessary or desirable to effectuate the purposes of this Agreement.
- d. **Compliance.** Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.
- e. **Waiver.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto, unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach of this agreement.
- f. **Severability.** If any provision(s) or clause(s) of this Agreement, or portion thereof, are held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision(s) or clause(s) shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of the provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion(s), and to this end such provisions are declared to be severable.
- g. **Headings.** The descriptive headings of the Sections of this Agreement are inserted for convenience only, and do not constitute a part of this Agreement.
- h. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- i. **Fiscal planning.** The continuation of this contract and the obligations of the State are contingent upon the appropriation by the legislature or federal funding source of sufficient and appropriate funds to fulfill the requirements of the contract. If sufficient funds as determined by the State are not appropriated, the contract shall terminate on the first date in any fiscal year on which sufficient funds are no longer available. The

State will give 30 days or as much notice as possible of an appropriation issue.

- j. **Criminal Conviction/Criminal Background Check.** City certifies that neither City nor any employee or officer of City has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. (30 ILCS 500/50-10)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the 5th day of June, 2018.

DATE: 6/4/2018

CITY OF CHICAGO, DEPARTMENT OF BUSINESS
AFFAIRS AND CONSUMER PROTECTION

By: 

Rosa Escareno
Commissioner

DATE: 6-5-18

STATE OF ILLINOIS
SECRETARY OF STATE

By: 

Michael Mayer
Director, Driver Services

DATE: 6-5-18

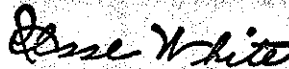
STATE OF ILLINOIS
SECRETARY OF STATE

By: 

Ernie Dannenberger
Director, Vehicle Services

DATE: 6-5-18

STATE OF ILLINOIS
SECRETARY OF STATE



JESSE WHITE
SECRETARY OF STATE

Reviewed for Legal Sufficiency:

DATE: 6/5/18

By: 

Irene Lyons
General Counsel
Illinois Secretary of State's Office